

PUBLIC HEARING

FRANCHISE AND CONCESSION REVIEW COMMITTEE

MONDAY, FEBRUARY 6, 2017 @ 2:30 P.M.

2 LAFAYETTE STREET, NEW YORK, NY

NOTE: INDIVIDUALS REQUESTING SIGN LANGUAGE INTERPRETERS SHOULD CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES, 253 BROADWAY, 9TH FL., NEW YORK, NEW YORK, N.Y. 10007 (212) 788-7490, NO LATER THAN SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING. TDD USERS SHOULD CALL VERIZON RELAY SERVICE.

*Franchise and Concession Review Committee Joint Public Hearing
Monday, February 6, 2017 @ 2:30 P.M.*

NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

No. 1: **IN THE MATTER** of the intent to seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to authorize the New York City Department of Parks and Recreation (Parks) to enter into a Sole Source License Agreement (Agreement) with the Prospect Park Alliance, Inc. (Licensee) for the operation of various food concessions, special events, short-term facility agreements, and catering services at Prospect Park, Brooklyn. These concessions are to include a snack bar at the Parade Ground; seasonal food truck events in Prospect Park; mobile food units throughout the year throughout Prospect Park; short-term facility agreements for recreational, educational, cultural and other similar parks-appropriate programs and services and catering services at the Audubon Center at the Boathouse and the Picnic House; and other such uses as may be approved in advance in writing by Parks. Additionally, as set forth in the Agreement, Licensee shall collect special event concession fees generated by Third Party Events In lieu of a license fee, Licensee shall use all collected concession fees to offset Licensee's costs of providing management, maintenance, operation and programming services under the Agreement. The term of this Agreement shall commence upon Parks' giving written Notice to Proceed to Licensee and, unless terminated sooner in accordance with this Agreement, shall terminate ten (10) years from the date of execution of a new Maintenance and Operations Agreement (M&O Agreement) to be entered into with Licensee, or the last day of any subsequent renewal periods that are exercised pursuant to this Agreement. Parks, in its sole discretion, shall have the option to renew this Agreement for up to two (2) additional five (5)-year periods, provided that Parks has renewed the M&O Agreement for the same periods. Notwithstanding the foregoing, in no event will the total length of the term of this Agreement, including any renewal periods, exceed the shorter of (i) twenty (20) years; or (ii) the term of the M&O Agreement, including any renewal periods.